

**EXHIBIT A**

<b>STATE OF TEXAS</b>	<b>§</b>	<b>INTERLOCAL AGREEMENT</b>
	<b>§</b>	<b>FOR DESIGNATION OF</b>
<b>COUNTY OF BEXAR</b>	<b>§</b>	<b>HEALTH AUTHORITY</b>

This Interlocal Agreement (the “Agreement”) is entered into under the authority of Government Code Chapter 791 and Health and Safety Code §121.028(c) by the City of San Antonio (“SAN ANTONIO”), a Texas Municipal Corporation, acting by and through its City Manager, and the municipality that is listed and has signed below, entirely or partially situated within Bexar County, Texas, through their duly authorized City Manager, Board of Directors or other lawfully designated representative (the municipality shall hereinafter be referred to singularly as a “CITY”).

**RECITALS**

Bexar County and SAN ANTONIO are members of the San Antonio Metropolitan Health District (the “District”), a Public Health District under Health and Safety Code Chapter 121, Subchapter E.

The Medical Director of the District, Chichi Junda Woo, M.D. (“Dr. Woo”), has been designated by Bexar County and SAN ANTONIO as the Health Authority to administer state and local laws relating to public health within the jurisdiction of the District pursuant to the attached Bexar County Resolution and City Ordinance incorporated herein for all purposes as Exhibits I and II, which includes SAN ANTONIO and the unincorporated areas of Bexar County, but does not include the jurisdiction of the CITY.

In order to protect the health and safety of the public throughout Bexar County, to include areas within the jurisdiction of the CITY, the CITY desires to appoint Dr. Woo as its Health Authority, in accordance with Government Code Chapter 791.

Accordingly, the parties to this Agreement (collectively, the “Parties”) agree as follows:

**ARTICLE I**  
**PURPOSE**

1.01 The purpose of this Agreement is to appoint Dr. Woo as the Health Authority for the CITY and to describe the terms and conditions under which she will provide assistance to the CITY.

**ARTICLE II**  
**TERM**

2.01 This Agreement will begin on the date Dr. Woo qualifies as the CITY’S Health Authority by taking the oath of office and will automatically renew thereafter for as long as Dr. Woo continues to serve as the Medical Director of the District.

2.02 The CITY may terminate this Agreement by giving ninety days written notice to SAN ANTONIO. A termination by a CITY is only effective as to that CITY. A copy of this Agreement will be kept on file in the office of the District.

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### **ARTICLE III DESIGNATION OF HEALTH AUTHORITY**

3.01 The CITY will appoint Dr. Woo to serve as their Health Authority pursuant to Health and Safety Code Chapter 121. The position of Health Authority is a public office to which the holdover provision of the Texas Constitution, Article XVI, Section 17, applies. The terms and conditions under which Dr. Woo's authority is invoked are more fully described in Article IV below. A copy of the Certificate of Appointment for the CITY is attached to this Agreement as Exhibit "A".

3.02 The CITY will re-appoint Dr. Woo as their Health Authority upon expiration of her two-year term and Dr. Woo will qualify to continue serving as the Health Authority for the CITY by taking the oath of office and by filing all appropriate documentation with the state.

### **ARTICLE IV EMERGENCY AND NON-EMERGENCY SERVICES**

4.01 In the event of an occurrence anywhere within Bexar County of: a) a chemical, nuclear, or biological agent, or b) a naturally-occurring catastrophe, including but not limited to an infectious disease, (an "Emergency Event") that, in the sole discretion of Dr. Woo or her designee, constitutes a civil emergency and places the health and safety of the residents of Bexar County at risk, then Dr. Woo shall be the Health Authority permitted to provide emergency assistance anywhere within Bexar County. Upon the occurrence of an Emergency Event, Dr. Woo shall have all powers and duties granted to a Health Authority under Health and Safety Code §121.024, including the authority to impose control measures to prevent the spread of disease in accordance with Health and Safety Code Chapter 81.

4.02 The CITY may consult with Dr. Woo regarding the remediation or abatement of a condition that threatens the public health in that CITY but is not an Emergency Event. However, no services shall be performed in that CITY by Dr. Woo or the District without prior written authorization from that CITY sent to the address set forth in section 5.01 of this Agreement.

### **ARTICLE V COMPENSATION**

5.01 If Dr. Woo provides services to a CITY in accordance with Article IV Sections 4.01 or 4.02, that CITY shall reimburse SAN ANTONIO on behalf of the District for those services actually rendered in accordance with Government Code Chapter 791.011(e) to the address set forth below:

San Antonio Metropolitan Health District  
Accounting Division Attn: Accounting Division  
100 W. Houston, 14th Floor  
San Antonio TX, 78205

Compensation for the services shall be payable only out of current revenues available to that CITY.

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**ARTICLE VI  
REPRESENTATIONS**

6.01 The CITY represents that it has, through resolution or other official action, designated Dr. Woo as Health Authority and authorized her, or her designee, to provide emergency assistance as described in this Agreement.

**ARTICLE VII  
SEVERABILITY**

7.01 If any provision of this Agreement is found to be invalid, all other provisions will nevertheless remain in effect.

**ARTICLE VIII  
GOVERNING LAW**

8.01 This Agreement will be governed by the laws of the State of Texas, and all obligations of the Parties under this Agreement are performable in Bexar County, Texas. In any legal action arising from this Agreement, the laws of Texas will apply.

**ARTICLE IX  
MULTIPLE COUNTERPARTS**

9.01 For the convenience of the Parties, this Agreement has been executed in counterpart copies, which are in all respects identical and each of which will be deemed to be complete in itself so that any one may be introduced in evidence or used for any other purpose without the production of the other counterparts.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**HEALTH AUTHORITY:**

\_\_\_\_\_  
CHICHI JUNDA WOO, M.D.  
Medical Director  
San Antonio Metropolitan Health District

Date: \_\_\_\_\_

**CITY OF SAN ANTONIO:**

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
ERIK WALSH  
City Manager

\_\_\_\_\_  
ANDREW SEGOVIA  
City Attorney for the City of San Antonio

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**CITY OF FAIR OAKS RANCH:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_